

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Intellectual Property Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nuasis Corporation		03/24/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Mayfield XI, a Delaware limited partnership
Street Address:	2800 Sand Hill Road
Internal Address:	Suite 250
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Mayfield XI Qualified, a Delaware limited partnership
Street Address:	2800 Sand Hill Road
Internal Address:	Suite 250
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Mayfield Principals Fund II, a Delaware limited liability company
Street Address:	2800 Sand Hill Road
Internal Address:	Suite 250
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	limited liability company: DELAWARE

Name:	Mayfield Associates Fund VI, a Delaware limited partnership
Street Address:	2800 Sand Hill Road

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Internal Address:	Suite 250
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Dali, Hook Partners, L.P.
Street Address:	3000 Sand Hill Road
Internal Address:	Building 1, Suite 285
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Dali, Hook Partners Entrepreneurs Fund, L.P.
Street Address:	3000 Sand Hill Road
Internal Address:	Building 1, Suite 285
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP:

Name:	Hook Partners V, L.P.
Street Address:	One Lincoln Centre, Suite 1550
Internal Address:	5400 LBJ Freeway
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	LIMITED PARTNERSHIP:

Name:	Menlo Ventures VIII, L.P.
Street Address:	3000 Sand Hill Road
Internal Address:	Building 4, Suite 100
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP:

Name:	Menlo Entrepreneurs Fund VIII, L.P.
Street Address:	3000 Sand Hill Road

Internal Address:	Building 4, Suite 100
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP:

Name:	MMEF VIII, L.P.
Street Address:	3000 Sand Hill Road
Internal Address:	Building 4, Suite 100
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP:

Name:	Tudor Ventures II L.P.
Street Address:	40 Rowes Wharf
Internal Address:	2nd Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED PARTNERSHIP:

Name:	The Raptor Global Portfolio Ltd.
Street Address:	40 Rowes Wharf
Internal Address:	2nd Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Ltd.: CAYMAN ISLANDS

Name:	Altar Rock Fund L.P.
Street Address:	40 Rowes Wharf
Internal Address:	2nd Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Brentwood Associates IX, L.P.
Street Address:	3000 Sand Hill Road

Internal Address:	Building 1, Suite 260
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Novus Ventures II, L.P.
Street Address:	20111 Stevens Creek Boulevard
Internal Address:	Suite 130
City:	Cupertino
State/Country:	CALIFORNIA
Postal Code:	95014
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2815847	NUCONTACT
Registration Number:	2815846	MULTI-SITE. MULTI-MEDIA. ONE NETWORK.
Registration Number:	2890227	SHUTTERS
Registration Number:	2887627	NUCONTACT CENTER
Registration Number:	2882260	NUASIS
Registration Number:	2895991	NUASIS
Registration Number:	2893685	NUASIS
Serial Number:	78184573	ONEQUEUE
Serial Number:	78184582	MULTI-SITE. MULTI-MEDIA. ONE NETWORK.
Serial Number:	78224770	ERA
Serial Number:	78336651	NUASIS

CORRESPONDENCE DATA

Fax Number: (650)849-7400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6508435381
Email: dsanchezbentz@cooley.com
Correspondent Name: Diana Sanchez Bentz
Address Line 1: Cooley Godward LLP
Address Line 2: 5 Palo Alto Square, 3000 El Camino Real
Address Line 4: Palo Alto, CALIFORNIA 94306

NAME OF SUBMITTER:	Diana Sanchez Bentz
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Signature:	/dsb4232/
Date:	03/29/2005
Total Attachments: 7 source=Nuasis IPSA#page1.tif source=Nuasis IPSA#page2.tif source=Nuasis IPSA#page3.tif source=Nuasis IPSA#page4.tif source=Nuasis IPSA#page5.tif source=Nuasis IPSA#page6.tif source=Nuasis IPSA#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 24, 2005 by and among NUASIS CORPORATION, a Delaware corporation ("*Grantor*") and the secured parties listed on the Schedule of Secured Parties attached hereto, (each a "*Secured Party*", and collectively, the "*Secured Parties*").

RECITALS

A. Each Secured Party has made and has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "*Loans*") in the amounts and manner set forth in those certain Secured Convertible Promissory Notes executed by Grantor in favor of each Secured Party (each a "*Note*", and collectively, the "*Notes*") and that certain Note and Warrant Purchase Agreement, of even date hereof, by and among Grantor and the Secured Parties (the "*Purchase Agreement*"). Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes and Purchase Agreement.

B. Pursuant to the terms of that certain Security Agreement of even date herewith by and between Grantor and Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Notes, Purchase Agreement and Security Agreement (collectively, the "*Loan Documents*"), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and Secured Parties, Grantor grants and pledges to Secured Parties a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on EXHIBITS A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof and together with associated goodwill.

This security interest is granted in conjunction with the security interest granted to Secured Parties under the Security Agreement. The rights and remedies of each Secured Party with respect to the security interest granted hereby are subject to the terms of the Security

Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that EXHIBITS A, B, and C attached hereto, set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

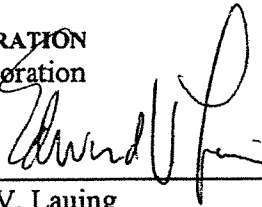
*****End of Agreement – Signature Pages Follow*****

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

NUASIS CORPORATION
a Delaware corporation

By:



Edward V. Lauing
President and Chief Executive Officer

Address: 303 Bryant Street
Mountain View, CA 94041

SCHEDULE OF SECURED PARTIES

Mayfield XI, a Delaware limited partnership
Mayfield XI Qualified, a Delaware limited partnership
Mayfield Principals Fund II, a Delaware limited liability company
Mayfield Associates Fund VI, a Delaware limited partnership
2800 Sand Hill Road, Suite 250
Menlo Park, CA 94025

Dali, Hook Partners, L.P.
Dali, Hook Partners Entrepreneurs Fund, L.P.
3000 Sand Hill Road
Bldg. 1, Suite 285
Menlo Park, CA 94025

Hook Partners V, L.P.
One Lincoln Centre, Suite 1550
5400 LBJ Freeway
Dallas, TX 75240

Menlo Ventures VIII, L.P.
Menlo Entrepreneurs Fund VIII, L.P.
MMEF VIII, L.P.
3000 Sand Hill Road
Building 4, Suite 100
Menlo Park, CA 94025

Tudor Ventures II L.P.
The Raptor Global Portfolio Ltd.
Altar Rock Fund L.P.
40 Rowes Wharf, 2nd Floor
Boston, MA 02110

Brentwood Associates IX, L.P.
3000 Sand Hill Road
Building 1, Suite 260
Menlo Park, CA 94025

Novus Ventures II, L.P.
20111 Stevens Creek Boulevard, Suite 130
Cupertino, CA 95014

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NUCONTACT CENTER 2.0 (computer program)	TXu-1-194-326	August 30, 2004

EXHIBIT B
PATENTS

Description	Application/ Publication Number	Application/ Publication Date
DIGITAL MULTIMEDIA CONTACT CENTER	09/774944	January 30, 2001
	20030018702	January 23, 2003
REMOTE AGENT ACCESS METHOD TO A VOIP CONTACT CENTER WHERE HIGH QOS IS NOT SUPPORTED	10/327360	December 20, 2002
	20040032863	February 19, 2004
HIGH AVAILABILITY VOIP SUBSYSTEM	10/632649	July 31, 2003
	20040032862	February 19, 2004
AUTOMATIC MANAGEMENT OF THE VISUAL SPACE WHILE PERFORMING A TASK	10/633250	July 31, 2003
	20040032431	February 19, 2004
ESCALATED HANDLING OF NON-REALTIME COMMUNICATIONS	10/633018	July 31, 2003
	20040054743	March 18, 2004
CONTACT CENTER ARCHITECTURE	10/632615	July 31, 2003
	200404141508	July 22, 2004

EXHIBIT C
TRADEMARKS

Mark	Registration Number	Registration Date
NUCONTACT	2815847	February 17, 2004
MULTI-SITE. MULTI-MEDIA.ONE NETWORK.	2815846	February 17, 2004
SHUTTERS	2890227	September 28, 2004
NUCONTACT CENTER	2887627	September 21, 2004
NUASIS	2882260	September 7, 2004
NUASIS	2895991	October 19, 2004
NUASIS	2893685	October 12, 2004

TRADEMARK APPLICATIONS

Mark	Application Number	Application Date
ONEQUEUE	78/184573	November 13, 2002
MULTI-SITE. MULTI-MEDIA.ONE NETWORK.	78/184582	November 13, 2002
ERA	78/224770	March 12, 2003
NUASIS	78/336651	December 4, 2003